

ICA TH-01

INTERGOVERNMENTAL
COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of September, 1971, by and between THE ARIZONA HIGHWAY DEPARTMENT, hereinafter called "DEPARTMENT"; THE SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, hereinafter called "SERVICE"; and the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called "DISTRICT":

BACKGROUND AND PURPOSE

The drainage area known as the "Guadalupe Watershed", which lies west of Interstate Highway 10 and west of the town of Guadalupe, Arizona in central Maricopa County, has had over the last many years numerous floods of varying magnitudes which have damaged many types of property within this watershed. In order to alleviate these problems, a comprehensive Watershed Plan for the Guadalupe Watershed was organized and established under the authority of the Watershed Protection and Flood Prevention Act (Public Law 90-606, 80th Congress, S. 2266) as amended, by the DISTRICT, the SERVICE and various local Soil Conservation Districts under it, and the Arizona Game and Fish Department. This plan provides for a number of flood prevention improvements including flood walls regarding structures and floodways, all of which would serve to prevent west-to-east flooding in the area.

The DEPARTMENT has already completed construction of Interstate Highway 10 which has given certain consideration to the natural drainage and flood situation in the area. This project is designated:

Project I-10-3 (602) Western Canal - Guadalupe Road
If the flood prevention improvements called for in the "Guadalupe Watershed Plan" are constructed, the need for large subsequent expenditures

would be situated, a substantial amount in cost will be utilized
and greater safety and usability of the highway would be accomplished.

For all of the reasons, it is to the benefit of all parties
to cooperate and contribute to the implementation and construction of
the plan features; and this agreement is executed for that purpose and
to set forth herein, duties and obligations of
party to this cooperative agreement.

RIGHTS

This agreement shall have a duration of five (5) years
unless the parties have commenced performance of their obligations and
obligations and responsibilities. Where any changes in rights, duties and obligations
are entered into during the duration of this agreement, for periods longer
than the duration set forth herein, the parties not least in their obli-
gations shall govern as to those rights, duties and obligations.

RIGHTS, DUTIES AND OBLIGATIONS

The DEPARTMENT, for and as a party to this agreement
hereunder, shall:

1. Acquire in its name and at its cost all right-of-way
necessary for construction and utilization of these watershed improvements,
all as designated on the map to be subsequently provided. In
conjunction with its acquisition of the above right-of-way, the DEPART-
MENT shall comply with Senate Bill 223 and Public Law 91-646 pertaining
to the Uniform Relocation and Land Acquisition Law. The estimated cost
of such acquisition is the sum of \$244,000.00.
2. Said acquisitions shall be made by the DEPARTMENT
as right-of-way necessary to protect its highway construction projects
in the area and, specifically, for use in the construction of necessary
drainage structures required to protect said highway.
3. Said acquisitions are to be purchased, or acquired by

condemnation by the DEPARTMENT, with payment for the same to be made by the DEPARTMENT from its own funds, without cost to the Federal Government.

4. Upon acquisition of said right-of-way, the DEPARTMENT shall grant to the DISTRICT a non-exclusive easement for perpetual joint use whereby the DISTRICT, for and in behalf of itself, the SERVICE and all other interested parties, shall construct and maintain the watershed and drainage improvements described above for the benefit of all parties concerned.

5. The DEPARTMENT shall make no financial contribution to the design, construction or maintenance of the watershed improvements above designated, its sole contribution and obligation being limited to the acquisition of the right-of-way and its estimated cost to be borne by the parties hereto.

The amount of \$ 1,000 and as part of its obligation hereunder, shall carry out its obligation as provided for by Circular No. 12
Watershed Management which is, "to provide, make a list of the improvement and which concern the following:

1. Study, plan and design the watershed improvements above designated and preparation of a constructional set of plans and specifications for their construction on the right-of-way to be provided by the DEPARTMENT.

2. Provide administration, engineering and technical assistance for the construction of the designated watershed improvements.

3. Provide, subject to appropriation by Congress, the funds for the construction of the watershed improvements.

4. The estimated cost for the services to be rendered by the SERVICE is the sum of \$329,410.00.

The DISTRICT, for and as a part of its obligation
hereunder, shall:

1. Administer the actual construction projects and
contracts for the watershed improvements to be constructed and see to
their construction in accordance with the terms and specifications of the
SERVICE.

2. Upon completion of the improvements, operate and
maintain the same in perpetuity or until all parties agree otherwise,
3. Release all roads and utility easements held by the
construction of the aforementioned watershed improvements, facilitated,
4. Conveyance all aspects of this agreement, for all
parties concerned.

5. All costs of the DISTRICT shall be provided for as a
part of the annual budget.

6. The estimated cost for the services to be rendered
by the DISTRICT is the sum of \$146,000.00 plus an undetermined amount
for continued maintenance.

ALL PARTIES AGREE as follows:

1. No member of or delegate to Congress, or President
commissioner, shall be admitted to any share or part of this agreement,
or to any benefit that may arise therefrom; but this provision shall not
be construed to extend to this agreement if made with a corporation for
its general benefit.

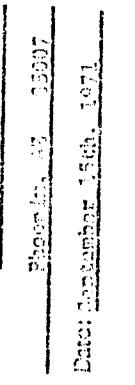
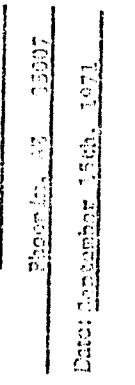
2. The program conducted will be in compliance with
all requirements respecting nondiscrimination as contained in the Civil
Rights Act of 1964 and the regulations of the Secretary of Agriculture
(7 C. F. R. 15, 1-15, 12), which provide that no person in the United
States shall, on the grounds of race, color, or national origin, be

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APPROVED BY
THE ATTORNEY GENERAL
OF ARIZONA

By 
Date: January 9, 1971

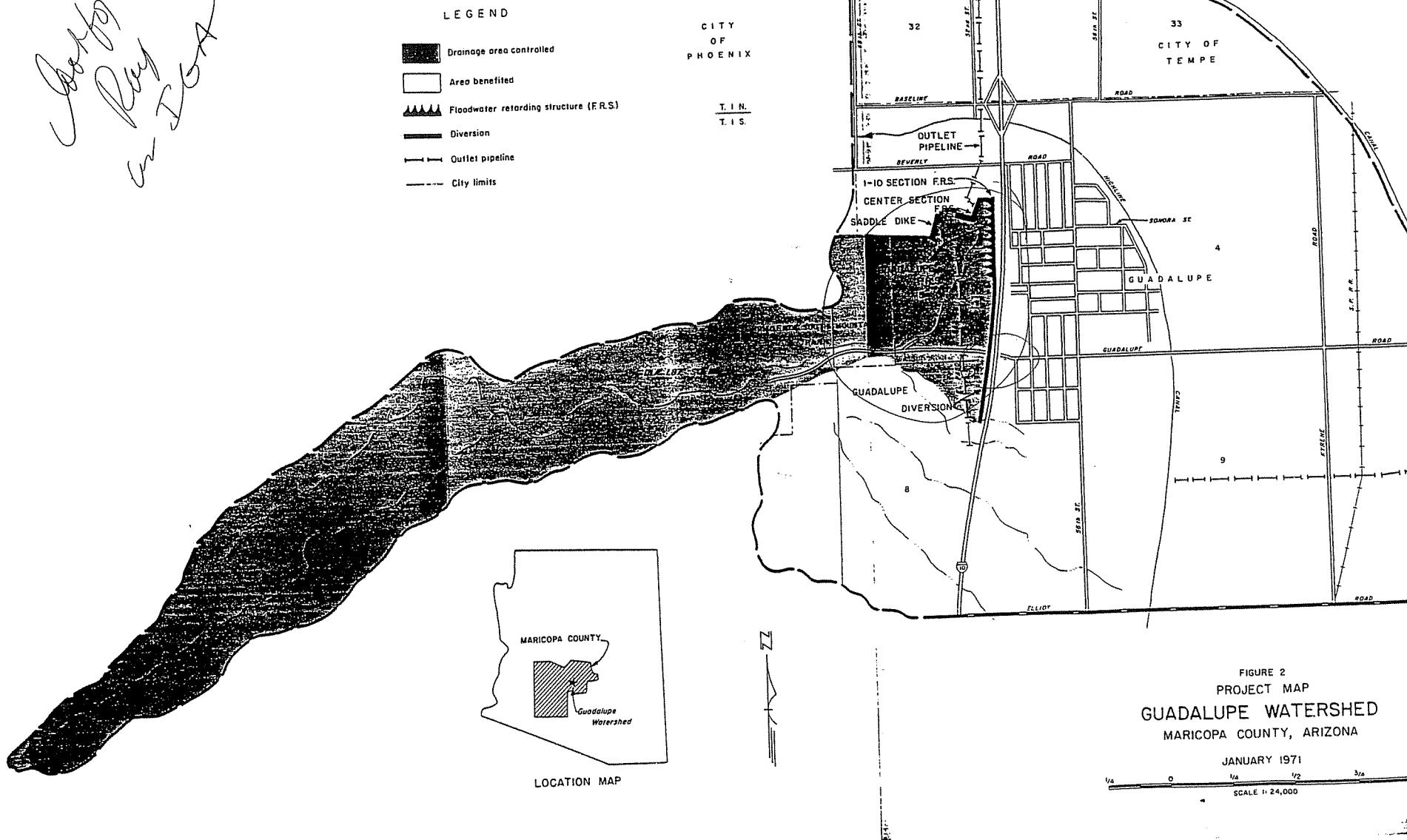
This 16th day of January, 1971,
I, John R. Dillenback,
Attala County Sheriff,
do hereby approve the attached
memorandum, which is a copy of the
memorandum sent by the Sheriff of
Maricopa County, Arizona, to the
Sheriff of Yuma County, Arizona.
The undersigned has read the
memorandum and approves it.

Date: January 9, 1971
Place: Phoenix, Arizona
Address: 205 South First Street
Title: Deputy Sheriff
Name: John R. Dillenback
Signature: 
Date: January 9, 1971
Place: Phoenix, Arizona
Address: 205 South First Street
Title: Deputy Sheriff
Name: John R. Dillenback
Signature: 

To determine whether any such action would result in substantial dislocation,
protection of the public health, safety, or welfare, may require
such action to be taken.

21-01

John P
Bay
on Dec



21-01

John F. P.
Ray
Jan 26 1987

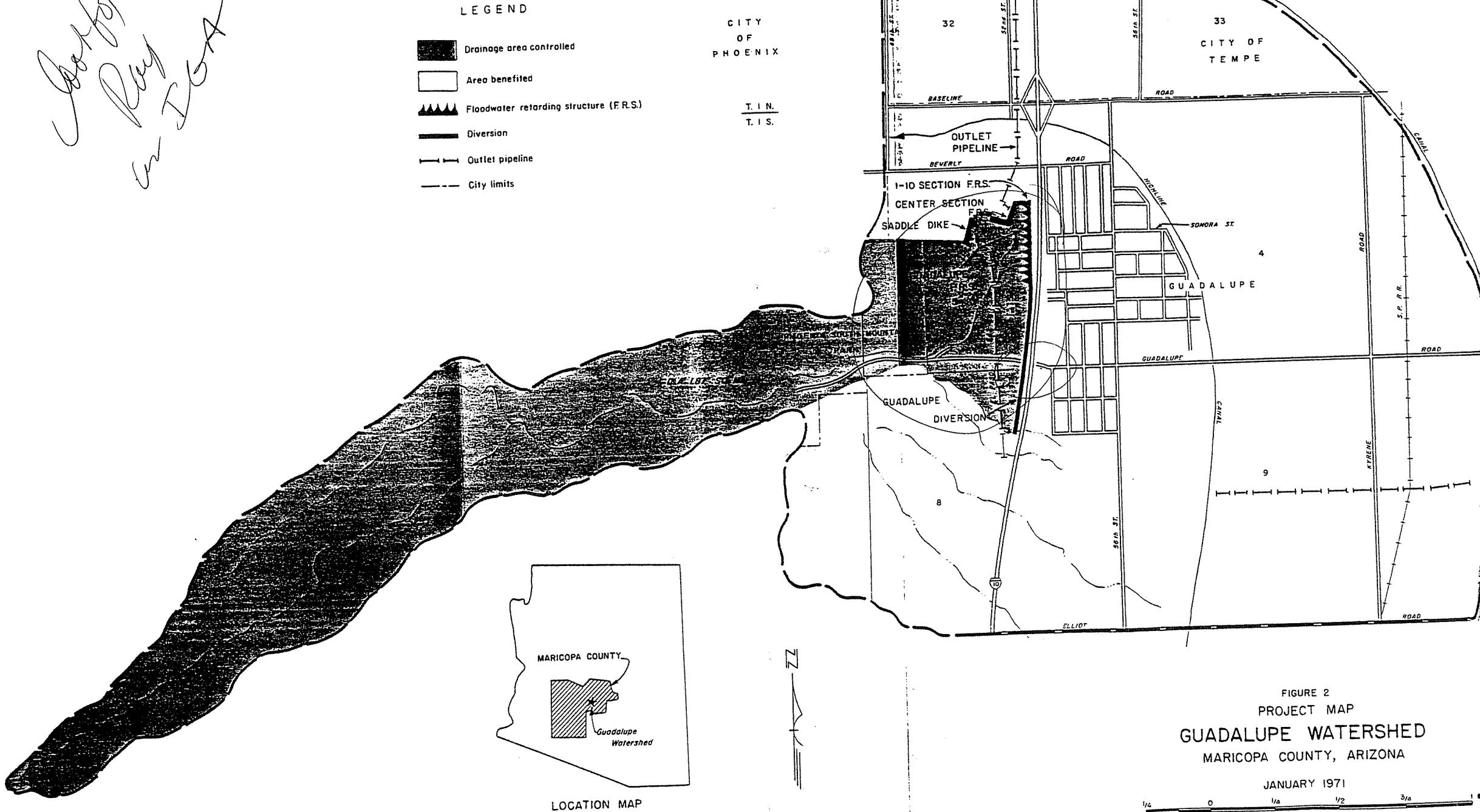


FIGURE 2
PROJECT MAP